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TESTIMONY OF CHIEF JAMES C. ROVELLA, HARTFORD POLICE  
DEPARTMENT  
TO THE JUDICIARY COMMITTEE IN SUPPORT OF  
H.B. 6682  
AN ACT CONCERNING COLLABORATION BETWEEN  
BOARDS OF EDUCATION AND LAW ENFORCEMENT PERSONNEL  
April 5, 2013

Senator Coleman, Representative Fox, and members of the Judiciary Committee, I am the Chief of Police of the City of Hartford, Connecticut. I have in excess of 31 years of police experience, 21 of those years as a Hartford Police Officer. This testimony is submitted on behalf of the **Hartford Police Department** in support of H.B. 6682, *An Act Concerning Collaboration Between Boards of Education and Law Enforcement Personnel*. By requiring schools and police to engage in Memoranda of Agreement (MOAs) in communities where police are stationed within their local public schools, this Act fosters the collaboration necessary to ensure police officers do not replace school administrators in administering school discipline resulting in arrests for lower level, non-criminal offenses. It ensures that police stationed within schools stay focused on keeping students safe on a daily basis, not assume responsibility for the oversight of student discipline.

Having already signed and begun the successful implementation of a Memorandum of Agreement (MOA) with Hartford Public Schools, the Hartford Police Department can speak from direct experience about the **positive impact H.B. 6682 will have on communities where police are stationed within the schools**. The MOA between our department and Hartford Public Schools was fully executed in October 2012. It establishes a school-police collaboration team, provides for staff training, outlines the framework a police officer should follow within the school setting when getting involved in student discipline,<sup>1</sup> and identifies the actors responsible for school based arrest reporting and information sharing. However, it is also careful not to interfere with the duties of our officers in situations where a crime or an emergency exists.

Although the MOA became official just this past October, much of the progress we made in improving communication between our Department and the Hartford Public Schools, including **reducing school based arrests**, occurred as a result of the early

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<sup>1</sup> The language in our signed MOA specifies the use of a graduated response model for both HPD personnel and HPS staff. (See copy of MOA attached.)

collaboration identifying and carving out the MOA's terms. This started at the beginning of 2012 working with the local Disproportionate Minority Contact (DMC) project in Hartford, which was heading up an effort to reduce the overrepresentation of juveniles of color in the juvenile justice system. As quickly became evident through the data gathered by Hartford's DMC project, students were being arrested in large numbers by the officers in the schools.<sup>2</sup> In fact, some of the greatest numbers of arrests were occurring at some of Hartford's middle and elementary schools, which we immediately identified as a targeted area for joint police and school intervention and collaboration.<sup>3</sup> Data also showed that the majority of school based arrests were occurring for lower level offenses such as breach of peace, breach of peace second and disorderly conduct.<sup>4</sup>

We worked with the DMC project and Hartford Public Schools to substantially reduce the school based arrests our officers were making. As we worked on fine tuning the MOA, we implemented a number of initiatives in the interim, all supported by language in the MOA. We increased our force's awareness of school based arrests, we advised and trained officers on the use of and availability of the Juvenile Review Board and we required all of our officers to attend training on the use of the Emergency Mobile Psychiatric Services (EMPS) as an alternate to arrest.<sup>5</sup> The collection of and sharing of data was an integral and crucial part of efforts. Between last school year, and this school year, school based arrests are down fifty-nine percent (59%).<sup>6</sup>

National stake holders emphasize that inter-agency agreements like our MOA are an essential part of established a successful model for school safety. Such agreements establish appropriate boundaries within the confines of state and federal law, and ensure that the duties of police officers in school support the implementation of appropriate discipline policies, not overtake them.<sup>7</sup> We believe Hartford is proof positive of the impact an MOA can have on a community that works together to put school safety first.

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<sup>2</sup> Nearly 40 percent of all juvenile arrests in Hartford during the 2011-12 school year originated in Hartford Public Schools. *Based on data from October 2011- March 2012 provided by CSSD.* We have reduced this percentage to **only 5 percent** so far this 2012-13 school year. *Based on data from September 2012 -- March 2013 provided by CSSD.*

<sup>3</sup> For example, according to data provided by CSSD, Burns Latino School had 27 arrests from 3/1/2011 to 6/30/2011. This school year, Burns Latino has had no school based arrests through the end of February 2013. Similarly, last school year (September 2011-June 2012) Rawson had 16 school based arrests. This school year to date, Rawson has had only 1 school based arrest.

<sup>4</sup> Data showed 53 of 91 arrests (58% of all arrests) were for these three offenses. *DMC Data Meeting, Hartford Subcommittee*, September 8, 2011 p. 9, prepared by Children's Center for Law & Policy and based on data gathered by CSSD.

<sup>5</sup> Training is a key component of any successful interagency agreement or MOA between police and schools. National Association of School Resource Officers, *Protect & Educate: The SRO and Prevention of Violence in Schools*, October 2012, p. 47.

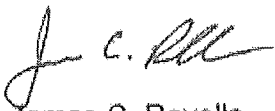
<sup>6</sup> Last school year's school based arrests from September through February totaled 75. This year school based arrests for the same time period are down to 31. *Based on data provided by CSSD, March 2013.*

<sup>7</sup> See National Association of School Resource Officers, October 2012, pp. 45-49.

Based upon the success that has resulted from our MOA with Hartford Public Schools, we wholly endorse **H.B. 6682**. This Act would ensure that towns with police in their schools **work in close concert with one another so that police can focus on keeping their community and children safe, rather than expending limited resources on unnecessary school based arrests.**

**For the foregoing reasons, I urge you to support H.B. 6682, An Act Concerning Collaboration Between Boards of Education and Law Enforcement Personnel.** By fostering essential collaboration between our schools and our police, it will ensure that police can focus on keeping our students and communities are safe.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "J. C. Rovella", written in a cursive style.

James C. Rovella  
Chief of Police

Attachment

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MEMORANDUM OF AGREEMENT  
BY AND BETWEEN  
HARTFORD PUBLIC SCHOOLS  
AND  
HARTFORD POLICE DEPARTMENT

I. Introduction

Schools and law enforcement share the responsibility for school safety and must work together with complimentary policies and procedures to ensure a safe learning environment for students. This document expresses the agreement of the parties for responding to non-emergency school disruptions. It strives to ensure a consistent response to incidents of student misbehavior, clarify the role of law enforcement in school disciplinary matters, and reduce involvement of police and court agencies for misconduct at school and school-related events.

The parties agree to the following principles upon which this agreement is founded.

A. The vast majority of student misconduct can be best addressed through classroom and in-school strategies and maintaining a positive climate within schools rather than by involvement of the Hartford Police Department.

B. The response to school disruptions should be reasonable, consistent and fair with appropriate consideration of relevant factors such as the age of the student and the nature and severity of the incident.

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C. Students should be held accountable for their actions through a graduated response to misconduct that provides a continuum of services and increasingly more severe sanctions for continued misbehavior.

D. Disruptive students should receive appropriate redirection and support from in-school and community resources prior to the consideration of suspension, expulsion, involvement of the police, or referral to court.

E. Clarifying the responsibilities of school and police personnel with regard to non-emergency disruptive behavior at school and school-related events promotes the best interest of the student, school system, law enforcement and community at large.

F. This Agreement in no way restricts, supersedes or limits HPD officers' requirements under Connecticut State Statutes or by Department Policy and Procedures.

## II. Purpose of Agreement

The purpose of this agreement is to encourage a more consistent response to school incidents and to reduce the number of referrals of students to court by establishing guidelines for the handling of non-emergency disruptive behavior at school and school-related events by school and police personnel.

## III. Terms of the Agreement

### A. Summary of Key Points

The Parties Agree to the following:

1. Convene a HPS/HPD Collaboration Team;
2. Share this agreement with a copy to all school and police personnel;
3. Provide necessary and regular staff training on implementation of the Agreement;
4. Put into practice a graduated response to student misbehavior;
5. HPS will monitor the implementation of the agreement;
6. HPS will collect data and assess the effectiveness of the agreement;
7. HPD will share arrest reports with school officials when known;
8. One HPD officer designated by the Chief of Police will review arrest information on a quarterly basis, or as needed; and
9. The parties will modify the agreement as appropriate.

### B. Key Factors in Making Disciplinary Decisions

When HPS is determining consequences for students' disruptive behavior the following factors shall be considered, if information on the factors is available.

1. Age, health, and disability or special education status of the student.
2. Prior conduct and record of behavior of the student.
3. Previous interventions with the student.
4. Student's willingness to repair the harm.
5. Parents' willingness to address any identified issues.
6. Seriousness of the incident and degree of harm caused.

The parties agree that when determining consequences for student's disruptive behavior the following factors shall not be considered:

1. Race/ethnicity, gender, gender identity, sexual orientations, religions and national Origin of the student and family; and
2. Economic status of the student and family.

### C. Graduated Response Model

Classroom Intervention- The classroom teacher plays a prominent role in guiding, developing and reinforcing appropriate student conduct and is acknowledged as the first line of implementing the school discipline code. As such, this model begins with a range of classroom management techniques that must be implemented prior to any other sanctions or interventions. Classroom intervention is managed by the teacher for behaviors that are passive and non-threatening such as dress code violations, and violations of classroom rules. HPD should not be involved at this level.

School Administration Intervention- Classroom interventions must be supported by someone with the authority to suspend, expel or recommend disciplinary action and who can address more serious or repetitive behaviors and behaviors in school but outside of the classroom. Examples of behavior at this level include repetitive patterns, defacing school property, truancy, threatening and behaviors in hallways, bathrooms, courtyards and school buses. HPD should only be involved if the misconduct rises to the level of a criminal violation.

Assessment and Service Provision- Certain behaviors and needs of the student will call for an assessment process and intervention with the use of the school and community services. This intervention is managed by the school administrator and does not involve the HPD unless a criminal violation has occurred. Repetitive truancy or defiance of school rules, and behaviors that interfere with others such as vandalism or harassment, belong at this level as well as misbehaving students who would benefit from service provisions. Assessment and service intervention options should include any Classroom or School Administration interventions.

Law Enforcement Intervention- When classroom, school and community options have been found ineffective (or in an emergency) the school should involve the police as a last line of defense, including the School Resource Officer. Involvement of the police does not necessarily mean arrest and referral to court; however under no circumstances does any part of this entire Agreement restrict, supersede or limit HPD officers' requirements under Connecticut State Statutes or by Department Policy and Procedures. Behaviors at this level should only be violations of criminal law, and should follow Classroom, School Administration and Assessment and Service interventions, except in the case of an emergency or criminal violation. Law enforcement options are discretionary, remain with the attending officer at all times, and may include verbal warning, conference with student, parents, teachers and/or others, referral to other specified diversionary programs and referral to court.

#### D. Police Activity at Schools

The parties agree that police should strive to follow certain protocols when on school grounds in non-emergency circumstances as follows:

1. Police should act through school administrators whenever they plan any activity on school grounds;
2. Officers entering school grounds should be aware of the potential disruption of Educational process that police presence may cause;
3. Prior to entering a school to conduct an investigation, arrest or search, officers should consider the necessity of such action based on:
  - a. The potential danger to persons;
  - b. The likelihood of destructions of evidence or other property;
  - c. The ability to conduct the investigation, arrest or search elsewhere.
4. When taking a student into custody:
  - a. Officers should make reasonable efforts to avoid making arrests or taking students into custody on school premises.
  - b. Whenever possible, students should be taken into custody out of sight and sound of other students.
5. School Resource Officers shall not be responsible for student discipline or enforcement of school rules, although an officer may provide assistance to school personnel.

#### IV. Data Collection and Monitoring

HPS will provide baseline data for comparison purposes and collect, share, monitor and report data resulting from implementations of the agreement. An officer designated by the Chief of Police will review arrest information on a quarterly basis, or as needed. HPD will share the already existing stats from the State juvenile court system.

##### A. Data Collection—On a monthly basis, or as otherwise agreed upon, the following Information will be collected:

1. HPS—Principals will be responsible for recording in PowerSchool the number and types of disciplinary actions, numbers and demographics of students involved, and referrals to police; and
2. HPD—arrest reports, when known, will be shared with school officials, as required by state statute.

##### B. Monitoring and Oversight—the parties agree that HPS will meet with an officer designated by the Chief of Police to review arrest information on a quarterly, or as needed basis. HPS will provide oversight of the agreement and review relevant data and analysis, and at least annually will prepare a report of activities and make recommendations for improvements to the agreement and/or its implementation.



C. Family Educational Rights and Privacy Act (FERPA): Students' privacy rights must be maintained. No individual-identifying data will be revealed to collaboration participants as a group. This agreement includes information that is learned from data-gathering techniques such as surveying and interviews. Any surveys that are conducted will be completed anonymously. Data findings will be shared at project meetings.

V. Duration and Modification of Agreement

This agreement shall become effective October 16, 2012 and shall remain in full force and effect until such time as the agreement is modified by the consent of the parties. The agreement may be modified at any time by amendment to the agreement. Both parties will meet annually to review and, if necessary, modify and approve this agreement.

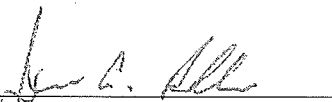
In witness whereof, the parties hereto, intending to cooperate with one another, have set their signatures to the document on this day.



Date Oct 16, 2012

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Christina Kishimoto, Ed.D.  
Superintendent of Schools



Date 10-17-12

James C. Rovella  
HPD Chief of Police